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Executive Director

SETTLEMENT AGREEMENT

Brett Young ("Licensee"), and the Missouri State Committee for Social Workers ("Committee"), enter into this settlement agreement for the purpose of resolving the question of whether Licensee's clinical social worker license will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's licenses, and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a disciplinary hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives

¹ All statutory references are to the Revised Statutes of Missouri 2000, as amended, unless otherwise indicated.

each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

Licensee acknowledges that Licensee has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline Licensee's license, along with citations to law or regulations the Committee believes were violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Licensee's clinical social worker license, numbered 2008008964, is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 621 and 337, RSMo.

Joint Stipulation of Facts and Conclusions of Law

1. The Committee is an agency of the state of Missouri, created and existing pursuant to § 337.622, RSMo, for the purpose of carrying out the provisions of §§ 337.600 through 337.689, RSMo.

2. Licensee, Brett Young, is a natural person residing at 7485 County Road 1500, West Plains, Missouri, 65775.

3. Licensee is a licensed clinical social worker, license number 208008964, which was at all times relevant herein, and is now, current and active.

4. On or about March 29, 2012, the Committee received a letter from Licensee indicating that she had married a former client, E.R. Licensee's letter detailed that she had provided therapy to client E.R. for six months, ending in April of 2011. Licensee described how, over the following several months, she, E.R. and E.R.'s cousin developed a friendship. Licensee states that subsequently she and E.R. fell in love and married. Licensee denied having more than a professional relationship with E.R. until after her therapy with E.R. had ended. Licensee stated that she was self-reporting this matter to the Committee.

5. In the subsequent investigation initiated by the Committee:

- a. Licensee stated that the therapy with E.R. began in October of 2010 and ended in April or May of 2011. Licensee stated that E.R. ended therapy because he did not see the need for further services. Licensee stated that she ran into E.R. at a local gym three months after the

end of therapy and a friendship began between them, which later turned into a romantic relationship. Licensee stated that in October of 2011, she divorced her first husband. Licensee stated that she and E.R. were married on November 29, 2011.

- b. Licensee stated that her employment at Behavior Healthcare (“BHC”), in West Plains, Missouri, began in April of 2008, and ended in January of 2012. Licensee stated that she began work at Burton Creek Rural Clinic (“BCRC”), in West Plains, Missouri, in February of 2012. Licensee stated that her employment with BCRC was suspended in March of 2012 following the self reporting of her relationship with E.R.
- c. E.R. stated that he stopped therapy with Licensee because he already had too many medical appointments related to his back. E.R. stated that his therapy with Licensee ended before his romantic relationship with Licensee began.
- d. Sonja Stauffer, Human Resources Manager at BCRC, stated that Licensee was employed at BCRC for 21 days, and was suspended and later terminated for ethical violations.

6. On April 2, 2012, the Committee received a complaint against Licensee relating to Licensee’s relationship with E.R. The complainant stated that Licensee had indicated that she and E.R. had reached a mutual agreement to end the treatment due to the feelings that had developed between them. The complainant stated that she had encouraged Licensee to self report to the Committee.

7. State regulation 20 CSR 2263-3.010(1) provides:

The ethical standards/disciplinary rules for members of the profession, as set forth hereafter by the committee, are mandatory. The failure of a member of the profession to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.

8. State regulation 20 CSR 2263-3.020 provides, in pertinent part:

(2) No member of the profession shall—

- (A) Violate any ethical standard/disciplinary rule;
- (B) Circumvent any ethical standard/disciplinary rule through the actions of another;
- (C) Engage in conduct which is dishonest, deceitful, or fraudulent;
- (D) Allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment or skills; or
- (E) Use therapeutic relationships with clients to promote, for personal gain or the profit of an agency, commercial enterprises of any kind.

9. State regulation 20 CSR 2263-3.040 provides in pertinent part:

(1) A member of the profession shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship, or sexual relationship, as defined by the committee, with a current client or with a person to whom the member has at any time rendered psychotherapy (clinical social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions.

Business relationships do not include purchases made by the member from the client when the client is providing necessary goods or services to the general public, and the member determines that it is not possible or reasonable to obtain the necessary goods or services from another provider.

...

(2) A member of the profession shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.

...

(4) A member of the profession should be aware of his/her own mental health and emotional stability and the effect those have on his/her ability to provide appropriate services to clients. A member of the profession shall not undertake or continue a professional relationship with a client when the competency of the member is or reasonably could be expected to be impaired due to mental, emotional, physiologic, pharmacologic, or substance abuse conditions. If that condition develops after a professional relationship has been initiated, the member shall notify the client in writing of the termination of services and shall assist the client in obtaining services from another professional.

10. Section 337.630, RSMo, provides, in pertinent part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any license required by sections 337.600 to 337.689 or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:

...

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

...

(13) Violation of any professional trust or confidence;

...

(15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state.

...

4. After the filing of such complaint, the proceedings shall be conducted in accordance with the provisions of chapter 621. Upon a finding by the administrative hearing commission that

the grounds, provided in subsection 2 of this section, for disciplinary action are met, the committee may censure or place the person named in the complaint on probation on such terms and conditions as the committee deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke the license.

11. Licensee's actions as set forth in paragraphs 4 through 6 constitute violation of lawful rules and regulations adopted pursuant to §§ 337.600 to 337.689, RSMo, as set forth in paragraphs 7 through 9, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

12. Licensee's actions as set forth in paragraph 4 through 6 constitute violation of any professional trust or confidence, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

13. Licensee's actions as set forth in paragraph 4 through 6 constitute being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

14. Accordingly, cause exists for the Committee to take disciplinary action against Licensee's clinical social worker license under § 337.630.2(6), (13) and (15), RSMo, and state regulations 20 CSR 2263-3.010, 20 CSR 2263-3.020 and 20 CSR 2263-3.040.

Joint Agreed Disciplinary Order

15. The terms of discipline shall include that the Licensee's clinical social worker license, license number 2008008964, shall be **SUSPENDED** until Licensee obtains a psychosocial evaluation by a licensed evaluator approved by the committee and as set forth below. Such suspension shall not exceed a period of three (3) years. Subsequent to this suspension, Licensee's license shall immediately be placed on **PROBATION** for a period of three (3) years. The suspension and probation periods shall be the "disciplinary period". During Licensee's disciplinary period, Licensee shall comply with all terms of this Settlement Agreement. During the suspension portion of the disciplinary period, Licensee shall return all indicia of licensure to the Committee and shall not practice as a clinical social worker. During the probation period portion of the disciplinary period, Licensee shall be entitled to retain Licensee's clinical social worker license and may offer and engage in the

practice of clinical social work as provided in Chapter 337, RSMo, provided Licensee adheres to all of the terms of this Settlement Agreement.

16. SPECIFIC REQUIREMENTS

- a. Licensee shall, within six (6) months from the effective date of this Settlement Agreement, undergo a thorough general psychosocial assessment regarding Licensee's fitness to practice.
 - i. This assessment shall be completed at Licensee's expense.
 - ii. Such assessment shall be performed by a licensed psychosocial professional pre-approved by the Committee. Licensee shall show this Settlement Agreement to the psychosocial professional before the evaluation is performed.
 - iii. Licensee shall have the psychosocial professional send the written results of the evaluation directly to the State Committee of Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102 within ten (10) working days after the evaluation is complete.
 - iv. Each written evaluation shall include:
 1. A description of the tests performed and test results;
 2. Discussion of relevant clinical interview findings/interpretations;
 3. Specification of DSM IV diagnosis/es, and discussion of appropriate treatment recommendations/plan.
 4. Discussion of appropriate treatment recommendations/plan. If there is no diagnosis requiring treatment, this should be specified in the evaluation.
 - v. Licensee shall follow any recommendations for treatment made by the psychosocial professional.
 - vi. Licensee shall execute a medical release or other appropriate release which shall remain in effect for the entire Disciplinary Period authorizing the State Committee for Social Workers to obtain records of Licensee's treatment. Licensee shall not take any action to cancel this release. Licensee shall take any and all steps necessary to continue the release in effect and shall provide a new release when requested.
 - vii. If the treatment of Licensee is successfully completed at any time during the Disciplinary Period, Licensee shall cause the psychosocial professional to submit a letter of final evaluation/summary which includes a statement that Licensee has successfully completed treatment and indicating whether Licensee is fit to practice as a clinical social worker.
- b. During the probationary portion of the disciplinary period, Licensee shall offer and provide services only under supervision by a supervisor pre-approved by the Committee.
- c. During all periods in which Licensee offers or provides any clinical social worker services, Licensee shall facilitate the submission of quarterly reports from Licensee's supervisor directly to the Committee. Such reports shall be submitted by the supervisor to the State Committee of Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1, April 1, July 1 and October 1 during each year of the disciplinary period. The first report shall be due on January 1, 2013.

17. GENERAL REQUIREMENTS

- a. Licensee shall meet with the Committee or its representatives at such times and places as required by the Committee after notification of a required meeting.

- b. Licensee shall submit reports to the Missouri State Committee for Social Workers, Post Office Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1, April 1, July 1 and October 1 during each year of the disciplinary period. The first report shall be due January 1, 2013. Such reports shall be submitted regardless of whether Licensee is offering or providing clinical social work services.
- c. Licensee shall keep the Committee apprised of Licensee's current home and work addresses and telephone numbers. Licensee shall inform the Committee within ten days of any change of home or work address and home or work telephone number.
- d. Licensee shall comply with all provisions of the Chapter 337, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- e. During the disciplinary period, Licensee shall timely renew Licensee's licenses and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Licensee's licenses in a current and active state.
- f. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Committee's representatives to monitor Licensee's compliance with the terms and conditions of this Settlement Agreement.
- g. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Committee may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).
- h. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of Chapter 337, RSMo, by Licensee not specifically mentioned in this document.

18. The parties to this settlement agreement understand that the Missouri State Committee for Social Workers will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

19. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

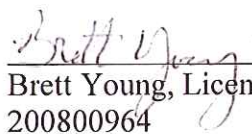
20. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Committee, its respective members and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising

under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

21. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

22. If Licensee has requested review, Licensee and Committee jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE


Brett Young, Licensee
200800964

Date 10-16-12

COMMITTEE


Tom Reichard, Executive Director
State Committee for Social Workers

Date 10-18-12